

**General Business Terms  
for Advertisements and Advertising  
Updated: 1<sup>st</sup> January 2016**



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## **1. Opening clause**

### a) Scope of application

For all business relationships between WEKA MEDIA PUBLISHING GmbH (ourselves) and the Advertisers (you), only the following general business terms are valid excluding general business terms of the advertisers which might vary. When the contract is first signed, it is agreed that these terms also are valid for all following business agreements – even those that are concluded verbally, in particular over the telephone.

### b) Terminology

Advertisements refer to releases by an advertiser or other advertisers in the magazines of a publisher, in the supplements in the magazines published by the publishing company, the switch to online-advertising on the publisher's websites including advertising banners, pop-ups, special interest and keyword placements.

An **advertising order** is a contract for the publication of one or more advertisements.

An **conclusion** is a contract for the publication of a number of advertisements including the discount offered to advertisers according to the price list, whereby each publication complies with the processing request of the client.

## **2. Conclusion of Contract**

The advertising order becomes valid with our acceptance of your offer. The acceptance will be sent in written form (letter, fax, email) or through the set-up of the advertisement.

Rates shall apply according to the lists published in the media data, including discount scales, as agreed.

A collective discount for corporate group businesses is guaranteed by us when written proof of corporate status is provided. The guarantee of corporate discounts always requires our express written consent. The corporate discount ends retroactively from the termination of membership in the corporate group; we must be informed of this immediately. Companies belonging to corporate groups who are eligible for such a discount are companies between which capital participation is at least 50%.

Agreed or conceded reductions for the set-up of multiple advertising mediums, or at the conclusion of basic agreements, only apply when the amount and time frame are complied with. In the case of non-compliance, we have the right to recalculate the reduction proportionally to the difference between the guaranteed and the actual decrease of the corresponding discount.

In the case of changes, new price lists in the case of price decreases will apply immediately, even for continuing contracts; in the case of price increases, the new prices will be applied one month after notification, as agreed. Insofar as the remuneration for online advertising is calculated on a CPM (cost per thousand page impressions) basis, we will inform you upon request about the number of ad impressions, ad clicks, as well as about the ad click rate (relationship of ad clicks to ad impressions) of the web pages on which your online advertisement is placed, or insofar as the remuneration is calculated on a pay-per-click basis, about the number of actual clicks.

We reserve the right to refuse advertisements – also individual processing requests – if

- they contravene any laws or official regulations or
- their content has been objected to by the German advertising council in a complaint process or
- the publication is unsuitable for the publisher because of the content, the design, origin or technical form.

Supplement orders are only binding after the provision of a sample of the supplement when it is endorsed by ourselves. We refuse supplement orders in particular when

- the supplement gives the reader the impression that it is a part of the magazine, either through its format or through its presentation
- the supplement contains external advertisements.

Advertisements which contain advertising for a third party (group advertising) require our previous written acceptance in each individual case. We have the right, in this case, to apply an additional group charge.

We will inform you immediately of any rejection of an advertisement or any other advertising medium.

### **3. Advertising agents/agencies**

Offers from advertising agencies only lead to a contract between the client and ourselves when the client is named and the right for the advertising agencies or agent to deliver the offer is provided in written form.

The advertising agent and the advertising agencies are obliged to adhere to our price list in their offers, contracts and settlements with the advertiser.

The commission fee owed to the advertising agent or agency cannot be wholly or partially transferred to the client.

### **4. Third party rights**

You guarantee that you have all of the required rights to the advertisement and that you transfer to us the required rights for the reproduction and publication for the set-up of the advertisement.

You alone are responsible for the content and the legal legitimacy of the text and image documents which have been made available for the advertisement, as well as for the delivered advertising medium. This also applies to the required agreements with GEMA and other copyright organisations or copyright holders in the case of audio or video linked advertising.

If, however, we are made liable by a third party for the infringement of rights in regard to your advertisement, you will indemnify us of any liability and will assume the necessary legal expenses.

### **5. Service provision**

a) Our obligations:

Our services are subject to timely fulfilment and performance of your obligations and your cooperation.

The usual quality – according to measures indicated in the media data – of the advertisement is agreed upon within the framework of the examples of possibilities you will supply.

There is no claim to the acceptance of advertisements for certain magazine numbers, certain editions, in certain places in the magazines, or for the special placement of online advertising.

We reserve the right to choose the set-up of an advertisement or the placement of an online advertisement in a specific space, unless otherwise expressly agreed.

An advertisement or online advertising which is not recognisable as an advertisement due to its editorial production can be made known by us using the word “advertisement” and/or can be placed separately from the editorial content in order to distinguish the advertisement.

We only deliver samples if expressly asked. In this case, we only acknowledge corrections when we are informed of them by the print copy deadline or within the parameters of a specifically agreed upon deadline.

Data carriers that have been given to us will only be sent back if expressly requested.

b) Your obligations:

In forwarding multiple data that belongs together, it is your responsibility to ensure that this data is sent or saved within a common folder. In the case of noticeably unsuitable or damaged print copies or documents, you will be responsible for providing a replacement. In the case of digitally forwarded data, you must ensure that the forwarded

data is free from computer viruses. Otherwise we will immediately delete this data and it will not be processed further.

In the case of digitally forwarded lithographs for colour advertisements, you must provide us with a colour proof delivered on paper. Otherwise we will not be responsible for any potential deviations in colour.

Online advertising is valid as accepted within three working days after set-up.

## **6. Service disruptions**

If individual or multiple processing requests of a contract conclusion are not fulfilled due to circumstances outside our responsibility, irrespectively of any further statutory obligations, you shall accept responsibility for the deficiency and shall compensate for the difference between the guaranteed and the actual results.

If flaws on the lithographs or advertising materials are not immediately recognisable, but only become clear in the printing process or through the set-up, you are not entitled to any claims in the case of a faulty print or flawed set-up.

If a print of an advertisement or the set-up of the online advertisement is wholly or partially unreadable, incorrect, or incomplete, you will initially have the right to the set-up of a flawless substitute advertisement; this will be supplied according to the scale of the compromised advertisement's purpose. If we should miss a deadline in doing this or if the substitute advertisement is again flawed, you shall have the right to withhold payment.

Besides the infringement of our main service obligations, we are only liable in cases of intent or negligence. In cases of infringement of our main service obligations, our liability for negligence extends to typically predictable damages: in the case of delay, 5% of the order value. We will not assume liability for service disruptions through external forces (industrial action, operational disruptions, etc.).

All claims against us from infringements of contract duties lapse within one year of the legal statute of limitations, insofar as they are not based on an act which is not allowed or on intent.

## **7. Termination: ending**

In the case of advertising orders for print magazines, the following applies:  
Until the ad closing date you may cancel your order for free. If after the ad closing date a cancellation is still technically and effectively possible, 30% of the net order value will be charged.

In the case of advertising orders for online-advertising, the following applies:  
2 weeks before set-up: you may cancel your order for free. Less than two weeks before set-up: if a cancellation is still technically possible, 30% of the net order value will be charged.  
In the event of a cancellation after the set-up: 50% of the net order value of the remaining time will be charged in addition to the price of the set-up online-advertising time.

## **8. Cession/settlement**

The cession of the claims from the advertising order or contract conclusion requires our previous written consent.

The settlement can only be justified by valid or recognised counterclaims. A right to retain can only go into effect if the counter-claim is based on the same contract procedure.

## **9. Place of jurisdiction/applicable law**

It is not our intention to enter into disputes with you and we assume that this is reciprocal. However, if a dispute cannot be avoided, the place of jurisdiction, insofar as you are not a consumer, is Munich. The applicable law is that of the Federal Republic of Germany together with the UN Consumer Rights (CISG).